

### **REMARKS**

Reconsideration of this application is requested in light of the following remarks. No claims are amended, added or cancelled via this response. Claims 1-20 remain pending in this application.

### **RESPONSE TO ARGUMENTS**

The Office Action (page 2, item 1), states that Applicant's arguments filed on 7/30/08 have been fully considered but they are not persuasive. More specifically, the Examiner disagreed with the Applicant's assertion that Vij et al. (US Patent 6,452,910, hereafter Vij) does not disclose a stated list of claimed features, and the examiner referred to the rejection to support the Examiner's statement. Applicant respectfully disagrees, and believes that Applicant's previous arguments clearly point out the distinctions between Applicant's claims and that which is disclosed by Vij. Applicant provides similar and additional arguments, below, to clearly support Applicant's position.

### **CLAIM REJECTION UNDER 35 USC § 102**

In the Office Action, claims 1-2 and 7-20 are rejected under 35 USC 102(e) as being anticipated by Vij et al. (US Patent 6,452,910, hereafter Vij). Applicant respectfully traverses the rejection.

Vij discloses a wireless bridge, which provides an end-to-end wireless communication path between a Bluetooth-enabled device (e.g., a Personal Digital Assistant, Internet-enabled cellular phone or vehicle module) and an Internet-connected server (Figures 1 and 6; col. 3, lines 24-28). The wireless bridge includes a wireless LAN interface (wireless LAN I/F, Figure 6) and a Bluetooth interface (Bluetooth I/F, Figure 6). Transmission of data between the wireless bridge and the server is via the wireless LAN interface, and exchange of data between the wireless bridge and a Bluetooth-enabled device is via the Bluetooth interface (col. 6, lines 39-

54). A permanent virtual circuit is established via TCP between the wireless bridge and the Internet-connected server to carry all vehicle communications (col. 6, lines 46-48). The wireless bridge reformats incoming data (RS-232 data stream) from the vehicle module and sends it to the server on a TCP/IP network. The server translates the TCP/IP stream to an RS-232 data stream (col. 7, lines 14-22).

Every bridge has a zone, which is defined as the area around it within which Vehicle Modules can set up connections (col. 8, lines 19-21). When a vehicle enters a zone, the bridge establishes a link with the vehicle's Vehicle Module, and advises the server that the link has been established (col. 8, lines 31-37). When a vehicle enters an overlapping zone, the bridge in the new zone will not detect the vehicle, and only when the signal power degrades such that the old connection gets broken does the Vehicle Module set up a connection with the bridge in the new zone (col. 8, lines 38-43). When a vehicle leaves a zone, the bridge and the Vehicle Module detect signal strength loss and disconnect (col. 8, lines 60-63).

With respect to claim 1, the Office Action is equating the elements of Applicant's claims with features disclosed in Vij as follows:

#	Applicant's Claim Elements	Vij
1	Conducting wireless data communications with mobile units using a first wireless communication protocol	A communication system that provides a wireless link for wireless communications with a Bluetooth enabled vehicle (Fig. 6, col. 6, lines 39-44)
2	Network interface of the access point	Wireless bridge (Fig. 6)
3	Host computer	Data Acquisition System (Fig. 6)

4	First connection	Wireless communication link between wireless vehicle or PDA and wireless bridge (col. 6, lines 39-44)
5	Cable connection	Vehicle data is obtained by the wireless bridge from the Data Acquisition System via the Bluetooth link (col. 6, lines 48-50)
6	Communication failure between the host computer and the access point	A vehicle leaving a zone, the wireless bridge and the vehicle module detecting signal strength loss, and disconnecting (col. 8, lines 59-60)
7	A radio module of the access point receiving the management communications from a wireless terminal over a wireless connection	When the Bluetooth connection between a vehicle and the bridge has been terminated, the virtual backend connection between the vehicle and the server being alive within a timeout period (col. 8, line 65 through col. 9, line 2)
8	Second wireless communication protocol that is different from the first wireless communication protocol.	The wireless bridge multiplexing serial traffic on to a TCP permanent virtual circuit to the server via a WLAN (Fig. 7, col. 5, lines 44-47, and col. 6, lines 64-67)

9	Management of the access point	The wireless bridge reformats incoming data (RS-232 data stream) from the vehicle module and sends it to the server on a TCP/IP network. The server translates the TCP/IP stream to an RS-232 data stream (col. 7, lines 14-22)
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Vij does not disclose all of the features of Applicant's claims 1, 8, 12 or the claims that depend therefrom. In addition, Applicant believes that certain of the characterizations of Vij, which are made in the Office Action, are fundamentally incorrect. Some of these undisclosed features and mischaracterizations are explained below:

- receiving, by a network interface of the access point, the management communications from the host computer over a cable connection  
 Referring to item 2 of the above comparative chart, the Office Action equates the "network interface of the access point" with the Wireless Bridge of Vij. Referring to item 3 of the above comparative chart, the Office Action also equates the "host computer" with the Data Acquisition System of Vij. As Fig. 6 of Vij and the supporting description clearly indicate, the Wireless Bridge and the Data Acquisition System communicate over a wireless, Bluetooth link (see the link between the "Bluetooth I/F" and the "Bluetooth enabled Vehicle Module", Fig. 6). Accordingly, Vij does not disclose a network interface of an access point receiving management communications from a host computer over a cable connection. In Vij, the Wireless Bridge and the Data Acquisition System (via the Bluetooth enabled Vehicle module) communicate over a wireless link, and not over a cable connection.

- when a communication failure between the host computer and the access point occurs over the cable connection, a radio module of the access point receiving the management communications from a wireless terminal that is distinct from the host computer over a wireless connection using a second wireless communications protocol to allow management of the access point

Because Vij does not disclose a cable connection between a network interface of an access point and a host computer, Vij cannot disclose a communication failure occurring over such a connection. In addition, the Office Action equates the Wireless Bridge of Vij with the “access point”, and the Data Acquisition System of Vij with the “host computer” (see items 2 and 3 of the comparative chart, above). In Vij, when a vehicle leaves a zone (and thus the Data Acquisition System of the vehicle leaves the zone), the Wireless Bridge and the Vehicle Module detect signal strength loss and disconnect (col. 8, lines 60-63). There is no provision disclosed in Vij for re-establishing any kind of connection between the Wireless Bridge and the Data Acquisition System of the vehicle.

- the second wireless communication protocol is different from the first wireless communication protocol

A re-established connection between the Wireless Bridge and the Data Acquisition System would only occur if the vehicle were to re-enter the zone corresponding to the Wireless Bridge. In such a case, the Wireless Bridge and the Data Acquisition System would use the same wireless communication protocol to communicate that they used before the connection were broken (i.e., a Bluetooth protocol).

Vij does not disclose all of the limitations of Applicant’s claims 1, 8, 12 or the claims

that depend therefrom. Based on the above remarks, Applicant believes that the rejection of claims 1-2 and 7-20 under 35 USC 102(e) has been overcome. Applicant respectfully requests reconsideration and withdrawal of the rejection, and the allowance of claims 1-2 and 7-20.

#### CLAIM REJECTION UNDER 35 USC § 103

In the Office Action, claims 3-6 are rejected under 35 USC 103(a) as being unpatentable over Vij in view of Shoobridge et al. (US Patent 6,326,926, hereinafter Shoobridge). Applicant respectfully traverses the rejection.

Vij has been previously discussed. Shoobridge discloses a system having a first antenna arrangement tuned to communicate within a first radiation pattern and a second antenna arrangement tuned to communicate within a second radiation pattern (Abstract). Shoobridge also discloses a cellular communication system 50 employing the Bluetooth standard (Figure 2, col. 5, lines 64-67).

As discussed above in conjunction with the rejection of claims 1-2 and 7-20, Vij does not disclose the features of Applicant's claim 1, from which claims 3-6 depend. Further, Shoobridge does not make up for the deficiencies in Vij, and accordingly the combination of Vij and Shoobridge does not teach or suggest all of the limitations of Applicant's claims 3-6. Because neither Vij, Shoobridge nor their combination teach or suggest all of the claim limitations, a rejection under 35 U.S.C. 103(a) cannot be substantiated.

Based on the above remarks, Applicant believes that the rejection of claims 3-6 under 35 U.S.C. 103(a) has been overcome. Accordingly, Applicant respectfully requests that this rejection be reconsidered and withdrawn, and that claims 3-6 be allowed.

**CONCLUSION**

In view of the foregoing, it is believed that all claims now pending are in condition for allowance. A Notice of Allowance is earnestly solicited at the earliest possible date. If the Examiner believes that a telephone conference would be useful in moving the application forward to allowance, the Examiner is encouraged to contact the undersigned at (480) 385-5060 or [sschumm@ifllaw.com](mailto:sschumm@ifllaw.com).

If necessary, the Commissioner is hereby authorized to charge payment or credit any overpayment to Deposit Account No. 50-2091 for any additional fees required under 37 C.F.R. §§ 1.16 or 1.17, particularly extension of time fees.

Respectfully submitted,  
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Date November 25, 2008

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